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 7 710 South 4th Street  
 7 Las Vegas, NV 89101  
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 9 E-mail: Lstone@shookandstone.com

10 Attorneys for Plaintiff  
 11 Nicole Yvette Carpenter

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14  
 15 NICOLE YVETTE CARPENTER, ) Case No.: 2:24-cv-01676-DJA  
 16 Plaintiff, )  
 17 vs. ) STIPULATION AND PROPOSED  
 18 CAROLYN COLVIN, ) ORDER FOR THE AWARD AND  
 19 Acting Commissioner of Social ) PAYMENT OF ATTORNEY FEES  
 20 Security, ) AND EXPENSES PURSUANT TO  
 21 Defendant. ) THE EQUAL ACCESS TO JUSTICE  
 22 ) ACT, 28 U.S.C. § 2412(d) AND  
 23 ) COSTS PURSUANT TO 28 U.S.C. §  
 24 ) 1920  
 25 )  
 26 )

27 TO THE HONORABLE DANIEL J. ALBREGTS, MAGISTRATE JUDGE  
 28 OF THE DISTRICT COURT:

29 IT IS HEREBY STIPULATED, by and between the parties through their  
 30 undersigned counsel, subject to the approval of the Court, that Nicole Yvette  
 31 Carpenter (“Carpenter”) be awarded attorney fees in the amount of TWELVE

1 HUNDRED dollars (\$1,200.00) under the Equal Access to Justice Act (EAJA), 28  
2 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920. This amount represents  
3 compensation for all legal services rendered on behalf of Plaintiff by counsel in  
4 connection with this civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

5 After the Court issues an order for EAJA fees to Carpenter, the government  
6 will consider the matter of Carpenter's assignment of EAJA fees to Marc  
7 Kalagian. The retainer agreement containing the assignment is attached as exhibit  
8 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability to honor  
9 the assignment will depend on whether the fees are subject to any offset allowed  
10 under the United States Department of the Treasury's Offset Program. After the  
11 order for EAJA fees is entered, the government will determine whether they are  
12 subject to any offset.

13 Fees shall be made payable to Carpenter, but if the Department of the  
14 Treasury determines that Carpenter does not owe a federal debt, then the  
15 government shall cause the payment of fees, expenses and costs to be made  
16 directly to Law Offices of Lawrence D. Rohlfing, Inc., CPC, pursuant to the  
17 assignment executed by Carpenter.<sup>1</sup> Any payments made shall be delivered to Law  
18 Offices of Lawrence D. Rohlfing, Inc., CPC. Counsel agrees that any payment of  
19 costs may be made either by electronic fund transfer (ETF) or by check.

20 This stipulation constitutes a compromise settlement of Carpenter's request  
21 for EAJA attorney fees, and does not constitute an admission of liability on the part  
22 of Defendant under the EAJA or otherwise. Payment of the agreed amount shall  
23 constitute a complete release from, and bar to, any and all claims that Carpenter  
24

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25 <sup>1</sup> The parties do not stipulate whether counsel for the plaintiff has a cognizable lien  
26 under federal law against the recovery of EAJA fees that survives the Treasury  
Offset Program.

1 and/or Marc Kalagian including Law Offices of Lawrence D. Rohlfing, Inc., CPC,  
2 may have relating to EAJA attorney fees in connection with this action.

3 This award is without prejudice to the rights of Marc Kalagian and/or the  
4 Law Offices of Lawrence D. Rohlfing, Inc., CPC, to seek Social Security Act  
5 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of  
6 the EAJA.

7 DATE: December 27, 2024 Respectfully submitted,

8 LAW OFFICES OF LAWRENCE D. ROHLFING, INC., CPC

9 */s/ Marc V. Kalagian*

10 BY:

11 Marc V. Kalagian  
Attorney for plaintiff  
NICOLE YVETTE CARPENTER

12 DATE: December 27, 2024 JASON M. FRIERSON  
13 United States Attorney

14 */s/ Justin L. Martin for Franco L. Becia*

15  
16 FRANCO L. BECIA  
17 Special Assistant United States Attorney  
18 Attorneys for Defendant  
CAROLYN COLVIN, Acting Commissioner of  
Social Security (Per e-mail authorization)

19 ORDER

20 Approved and so ordered:

21 DATE: 1/13/2025



22  
23 THE HONORABLE DANIEL J. ALBREGTS  
24 UNITED STATES MAGISTRATE JUDGE  
25  
26

## DECLARATION OF MARC V. KALAGIAN

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Nicole Yvette Carpenter in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Nicole Yvette Carpenter containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this December 27, 2024, at Santa Fe Springs, California.

/s/ *Marc V. Kalagian*

Marc V. Kalagian

## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

6 On this day of January 10, 2025, I served the foregoing document described  
7 as STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES  
8 AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT,  
9 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the  
10 interested parties in this action by placing a true copy thereof enclosed in a sealed  
11 envelope addressed as follows:

12 Ms. Nicole Yvette Carpenter  
13 3800 S. Nellis Blvd. Apt. 108  
Las Vegas, NV 89121

14 I caused such envelope with postage thereon fully prepaid to be placed in the  
15 United States mail at Santa Fe Springs, California.

16 I declare under penalty of perjury under the laws of the State of California  
17 that the above is true and correct.

18 I declare that I am employed in the office of a member of this court at whose  
19 direction the service was made.

Marc V. Kalagian  
TYPE OR PRINT NAME \_\_\_\_\_

*/s/ Marc V. Kalagian* \_\_\_\_\_  
SIGNATURE

**CERTIFICATE OF SERVICE  
FOR CASE NUMBER 2:24-CV-01676-DJA**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on January 10, 2025.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian  
Attorneys for Plaintiff

## SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on October 25, 2023, by and between the Law Offices of Lawrence D. Rohlwing, Inc., CPC referred to as attorney and **Ms. Nicole Yvette Carpenter, S.S.N. -5339**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlwing, Inc., CPC to represent Claimant as Ms. Nicole Yvette Carpenter's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is \$7,200.00 as of November 30, 2022**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

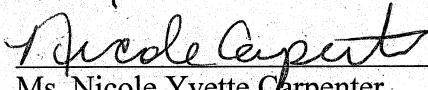
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to James T. Crytzer, not to exceed 25% of fees.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.

  
Ms. Nicole Yvette Carpenter

*/s/ Marc V. Kalagian*

Law Offices of Lawrence D. Rohlwing, Inc., CPC  
Marc V. Kalagian

*Nicole Carpenter*

Social Security case

Responsible Attorney: Marc V. Kalagian at \$252.72

Paralegal: Enedina Perez (EP) at \$179.00

Clerical: Enedina Perez (EP); Sue Roe (SR) at \$89.50

<b><u>DATE:</u></b>	<b><u>TIME:</u></b>	<b><u>ATTY:</u></b>	<b><u>DESCRIPTION:</u></b>	
27-Nov-24	0.3	EP	letter to AC re effectuation of judgment	
Subtotals	0.3			\$53.70
10-Sep-24	0.3	EP	preparation of certificate of interested parties, civil cover sheet and IFP	
10-Sep-24	0.4	EP	filing of complaint	
16-Sep-24	0.1	EP	receipt of order granting IFP	
14-Nov-24	0.1	SR	receipt and review of order and judgment	
Subtotals	0.9			80.55
13-Aug-24	1.5	MVK	review of file and AC denial for District Court case; letter to client re: same	
10-Sep-24	0.4	MVK	draft complaint; memo to EP re filing	
29-Oct-24	0.5	MVK	receipt of email from ARC re remand; t/c with client re same; letter to client re acceptance; email response to ARC	
15-Nov-24	0.5	MVK	review of order and judgment of remand; letter to client re same	
27-Dec-24	0.3	MVK	letter to client re EAJA	
27-Dec-24	0.7	MVK	preparation of letter to regional counsel	
	0.5	MVK	preparation of stipulation for EAJA	
Subtotals	4.4			\$1,076.33
<b>TOTAL TIME</b>				<b>5.6</b>
<b>TOTAL EAJA</b>				<b>\$1,210.58</b>